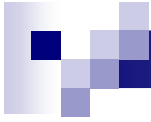


CSBG ARRA Contract CSBG ARRA Program Guidance Webinar, Part 1

September 10, 2009

10:00 – 11:30 am



Presenters

- Pamela Harrison, Community Services Division Manager
- John O'Keefe, Manager, Field Operations Unit



Purpose

- Review the CSBG ARRA Contract
- Familiarize agencies with CSBG ARRA terms and conditions
- Highlight the new mandated policies associated with the CSBG ARRA funding
- Review the CSBG ARRA Program Guidance



CSBG ARRA Contract

- Format consists of a 2009 CSBG ARRA contract exhibits and 2009 regular CSBG exhibits
- The CSBG ARRA contract term is July 1, 2009 through September 30, 2010.



CSBG ARRA Contract

Exhibit A - Provisions

- OMB considers all Federal programs with ARRA expenditures to be “high risk” due to the new transparency and accountability requirements.
- That the parties shall be guided by and subject to the provisions of ARRA, ARRA-related legislation, and all Federal and State regulations, directives, guidance and circulars issues for the purpose of implementing the ARRA program
- Some requirements of the ARRA program lack specificity, particularly with regard to reporting requirements, CSD shall provide Contractor with specific ARRA requirements as they are issued which shall be binding as a condition of the Contractor’s participation in the ARRA



CSBG ARRA Contract

Exhibit A - Provisions

- Contractor shall issue resolutions for the approval of this Agreement.
- For purposes of ensuring full compliance with ARRA and ARRA obligations, CSD may initiate special audits, monitoring visits and requests for ARRA program related-information, which Contractor shall provide and/or accommodate in a timely fashion.



CSBG ARRA Contract

Exhibit A - Provisions

- Include in all informational materials made available to the general public the following phrase:
 - “This project, program or service is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the California Department of Community Services and Development.”



CSBG ARRA Contract

EXHIBIT A - Purpose

- Contractor agrees to provide services and activities to advance self sufficiency and reduce economic dependency
- Contractor agrees to provide services in accordance with the goal of the American Recovery and Reinvestment Act



CSBG ARRA Contract

EXHIBIT A - Purpose

- Contractor may use ARRA funds to support outreach activities in connection with Contractor's ARRA DOE WX but is prohibited from expending ARRA funds to pay for administrative costs or labor, construction or material costs associated with those programs.



CSBG ARRA Contract

Exhibit A - Order of Precedence

- In the event of any inconsistency among any provisions of this Agreement, the American Recovery and Reinvestment Act of 2009, shall take precedence over the non-ARRA Exhibits A through E.



CSBG ARRA Contract

Exhibit A – Separate Accounting

- Grantees must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and Accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects/ Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.



CSBG ARRA Contract

Exhibit A - Subcontracting


- Contractor is charged with the responsibility of ensuring that the strategic objective, including the transparency and accountability requirements of ARRA, are met with respect to all subcontracts executed in furtherance of this agreement and of the CSBG ARRA program.



CSBG ARRA Contract

Exhibit A - Subcontracting

- Within 30 calendar days of execution of each ARRA subcontractor agreement submit to CSD the:
 - Subcontractor agreement which include the address, telephone number, contact person, ARRA contract amount, ARRA project name, ARRA project description, expected outcomes, projected number of jobs to be created, projected number of jobs to be retained and a brief description of the types of jobs to be created and retained.
- Monitor subcontractor performance to ensure compliance
- Assess risk of failure of compliance and take steps necessary to mitigate such risk



CSBG ARRA Contract

Exhibit A - Subcontracting

- Develop monitoring tools and schedules and conduct evaluations
- Direct subcontractors to register in Central Contractor Registration (CCR) and obtain a Dun and Bradstreet Universal Numbering System (DUNS) number
- Provide CSD with copies of monitoring tools and schedules, subcontractors CCR and DUNS number as well as risk assessment plans and evaluation reports developed by Contractor.



CSBG ARRA Contract

Exhibit A - Subcontracting

- Contractor agrees to separately identify to each subcontractor and to document at time of subaward and disbursement of funds, the Federal award number, Catalog of Federal Domestic Assistance number and amount of ARRA funds.



CSBG ARRA Contract

Exhibit A - Subcontracting

- Awarding funds for an existing program, the information furnished to subcontractor shall distinguish the subawards of ARRA funds from regular subaward under the existing program.



CSBG ARRA Contract

Exhibit A - Subcontracting

- Contractor agrees to require its subcontractors to include on its Schedule of Expenditures of Federal Awards (SEFA) information to specifically identify ARRA funding similar to the requirements for the recipient SEFA.



CSBG ARRA Contract

Exhibit A - Subcontracting

- All subcontracts, procurement agreements and the like entered into under the CSBG ARRA program shall be subject to competitive bid process
- The minimum threshold shall be \$500 rather than \$5,000 in conformance with the great accountability requirements of ARRA



CSBG ARRA Contract

Exhibit A - Subcontracting

- Non-competitively Bid Contract
- Contractor must submit justification to CSD for pre-approval
- CSBG ARRA –pg A5 review the questions to be addressed



CSBG ARRA Contract

Exhibit B - Budget

- Contractor must submit a detailed budget narrative justifying expenditures in connection with budget support personnel and related non-personnel costs.
- Contractor shall expend its full contract allocation by September 30, 2010.



CSBG ARRA Contract

Exhibit B –Administrative Expenses

- Administrative expenses charged by Contractor under is agreement are limited to twelve percent (12%) of the Maximum Amount of this Agreement. All administrative expensed expended by subcontractors and charged to Contractor shall be aggregated with Contractor's administrative expenses to arrive at a total which may not exceed twelve percent (12%) of the Maximum Amount of this Agreement.



CSBG ARRA Contract

Exhibit B –Administrative Expenses

- Example: CSBG ARRA Allocation is \$700,000 – the maximum amount authorized to administer the CSBG ARRA program is \$84,000.
- The subcontractors administrative allocation must be allocated from the \$84,000.



CSBG ARRA Contract

Exhibit B –Advance Payments

- Upon written request by the Contractor, the State may issue one working capital advance, subject to CSD approval, in an amount not to exceed 25 percent (%) of the total amount of this Agreement.
- A request for an advance is to be submitted in the event the agency is experiencing financial hardship.



CSBG ARRA Contract

Exhibit B –Advance Payments

- Request must be on agency letterhead providing justification for the amount and how the advance will be used.
- Contractor shall submit an advance repayment schedule. The repayment schedule must establish full repayment of the advance no later than the sixth month.



CSBG ARRA Contract

Exhibit B –Subsequent Payments

- Subsequent payments shall be contingent upon receipt by the State of the monthly expenditure activity *and* programmatic reports.



CSBG ARRA Contract

Exhibit B - Monthly Expenditure Reports

- Expenditure reports are due monthly through EARS on or before the fifteenth (15th) calendar day following the reporting period.
- All adjustments must be reported through EARS



CSBG ARRA Contract

Exhibit B – Programmatic Reports

- Programmatic Reports will be submitted on a monthly basis.



CSBG ARRA Contract

Exhibit B – Quarterly Reports

- CSBG ARRA NPI Programs Report
- CSBG ARRA Client Characteristics Report



CSBG ARRA Contract

Exhibit B – CSBG/IS Survey

- CSBG/IS Survey – due February 1, 2010
 - Period: July 1, 2009-December 31, 2009
- CSBG/IS Survey – due November 1, 2010
 - January 1, 2010-September 30, 2010



CSBG ARRA Contract

Exhibit B – Close-Out Report

- Close- out report is due to CSD October 30, 2010.



CSBG ARRA Contract

Exhibit C – Supplemental Terms and Conditions

- ARRA Funded Project – All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained therein.



CSBG ARRA Contract

Exhibit C – Supplemental Terms and Conditions

- Enforceability – Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, that State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.



CSBG ARRA Contract

Exhibit C – Supplemental Terms and Conditions

- Reporting Requirements – Pursuant to Section 1525 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis.



CSBG ARRA Contract

Exhibit D – CSBG Recovery Act Local Plan

- As a condition of receiving ARRA funds existing CSBG eligible entities were required to submit a CSBG Recovery Act Local Plan which describes the projects and activities funded in whole or in part by the ARRA funds under this agreement.



CSBG ARRA Contract

Exhibit E – Federal Poverty Level

- Under this Agreement Contractor's ,ay serve clients up to two-hundred percent (200%) of the federal poverty exclusively for the terms of this agreement and use of ARRA funds.



CSBG ARRA Contract

Exhibit E – Cost Sharing

- In accordance with 45 CFR 74.23,
Contractor may not use funds for purposes
of cost sharing or as matching
contributions when such funds are paid by
the Federal Government under another
award.



CSBG ARRA Contract

Exhibit E – Central Contractor Registration

- As required under the Recovery Act, Contractor must have and DUNS number and register with the CCR.
- Contractor must maintain active and current registration in the CCR at all times during which it has active federal awards funded with Recovery Act funds.



CSBG ARRA Contract

Exhibit E – Procurement

- All funds under this Agreement expended through a subcontract for personal services or goods shall be fully subject to open and free competition as directed by OMB Circulars A-102 and A-110.



CSBG ARRA Contract

Exhibit E – Information in Support of Recovery Act Reporting

- Contractor is responsible to maintain and may be required to submit backup documentation for all expenditure of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of CSD or designee.



Programmatic Guidance

Transmittal No. 001, dated August 20, 2009



Purpose

- Understand the many new requirements of the ARRA funding
- Understand the limits of the ARRA funding
- Understand the accountability and the transparency associated with ARRA funding



Breakdown

■ **Topics:**

- ☐ General;
- ☐ Use of Funds;
- ☐ Subcontractor Guidance;
- ☐ CSBG ARRA Projects;
- ☐ Jobs Created or Jobs Retained.



General

■ **Topics:**

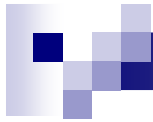
- ☐ Client Income Eligibility;
- ☐ Accountability and Transparency;



General

Client Income Eligibility:

200%



General

Accountability and Transparency:

- ARRA funds must be tracked separately from your regular CSBG allocation.



Use of Funds

■ **Topics:**

- ☐ Administration Limits;
- ☐ Subcontractor Administration Limits;
- ☐ Energy Program Limits;
- ☐ Capital Improvements;
- ☐ Purchase of Durable Goods.



Use of Funds

■ Administration Limits

- ☐ Administrative costs are limited to 12% of the total CSBG ARRA allocation:



Use of Funds

■ Subcontractor Administration Limits;

- The subcontractor's administrative costs must be allocated from the agency's 12% limit.

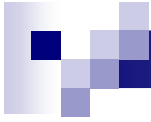
Let's look at an example:



Use of Funds

Agency	CSBG Allocation	Total Allowable Administration (12%)
ABC Agency	\$100,000	\$12,000 (12% maximum)
ABC Agency	\$50,000	\$6,000 (maximum)
Subcontractor #1	\$20,000	\$2,400 (maximum)
Subcontractor #2	\$30,000	\$3,600 (maximum)
Total allowable administration including subcontractors		\$12,000 (12% maximum)

IMPORTANT: Keep in mind, the total administration (including subcontractors) can not exceed 12% of the CSBG ARRA allocation. If a subcontractor includes any administration costs in their contracts, it is included in the 12% allowable administration costs. If the Agency keeps all 12% allowed by the CSBG ARRA administration, the subcontractors can not use any of the CSBG ARRA funds for administration.



Use of Funds

- **Energy Program Limits:**



Use of Funds

■ Capital Improvements

EXAMPLE: Including, but not limited to, constructions projects, broadband expansion, general construction, solar installation, etc.



Use of Funds

■ **Purchase of Durable Goods.**

- If CSBG ARRA funds are used to purchase durable goods, the Agency must address the following...



Subcontractor Guidance

■ Topics:

- ☐ Bid Requirements;
- ☐ Non Competitive Bid/Sole Source;
- ☐ Subcontractor Risk Assessment.



Subcontractor Guidance

■ Bid Requirement:



Subcontractor Guidance

- **Non Competitive Bid/Sole Source**



Subcontractor Guidance

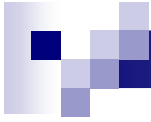
- **Subcontractor Risk Assessment:**



CSBG ARRA Projects

■ **Topics:**

- ☐ Loan and/or Grant Projects;
- ☐ Document Submission;
- ☐ Job Training for Labor and Construction Projects;



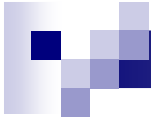
CSBG ARRA Projects

- **Loan and/or Grant Projects**



CSBG ARRA Projects

■ Job Training for Labor and Construction Projects:



CSBG ARRA Projects

■ **Job Training for Labor and Construction Projects:**

Davis-Bacon



Jobs Created or Jobs Retained

■ Topics:

- ☐ Jobs Created or Jobs Retained;
- ☐ OMB Reporting Guidance;
- ☐ NPI Reporting Guidance.



Jobs Created or Jobs Retained

■ Jobs Created or Jobs Retained:



Jobs Created or Jobs Retained

■ Jobs Created or Jobs Retained:

$$\frac{\text{Cumulative Recovery Act Funded Hours Worked (Qrt 1...n)}}{\text{Cumulative Hours in a Full-time Scheduled (Qrt 1...n)}} = FTE$$



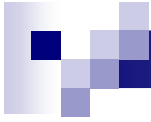
Jobs Created or Jobs Retained

■ OMB Reporting Guidance:



Jobs Created or Jobs Retained

■ NPI Reporting Guidance:



End of the Program Guidance Section